

PROPOSAL

January 29, 2007

Prepared for:

Benton County, Indiana

To Provide:

ProVal Tax Records Interface



• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •
• Phone (317) 259-0105 • Fax (317) 259-1423 •
• www.wthengineering.com •

OVERVIEW

Benton County, Indiana (the "Client") requires GIS and/or mapping related products and services. WTH Technology, Inc. (the "Company") is a provider of such products and services. This agreement defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Tax Records Interface (ProVal)

The tax records interface will require the cooperation of the Client's tax records system vendor.

Once cooperation has been achieved with the tax records vendor, the Company will create a match between the parcel data in the mapping system and the tax data in the Client's taxation system. The Company will be developing an interface between two set of records maintained in the Client's over all land information management system. Therefore, a 100% match can not be guaranteed for many reasons (i.e. missing data in taxation system and plat maps, misspellings, etc.)

In order to ensure the highest possible level of data accuracy, a Reconciliation Report will be created once the database is received and the parcel data is reviewed. A preliminary comparison of a sample area of the Client's Plat Data against the Tax Data will be performed. This Reconciliation Report will contain a list of matches that were attempted and the result. A meeting will be scheduled to discuss the results of this report with the Client. The result of this meeting should be one of the following:

1. The client and company determine that more data should be captured to facilitate a better matching accuracy for the interface process.
2. The client determines that they will be responsible for rectifying the data in the Tax Database prior to completion of the Data Interface.
3. The client determines they would require the Company to assist in the rectification of the data in the Tax Database prior to completion of the Data Interface.
4. Items 1 and 3 could possibly require additional work on the part of the Company and therefore alter the terms of this contract.

In addition to the fields identifying each parcel number, additional fields can be added to the parcel layer in the Client's office to include more detailed property information such as owner name, acreage, property description, etc. This same information is currently stored and maintained by the Client in a separate tax records and/or assessment software program provided the tax records vendor.

The interface can be set up as either a nightly batch process that updates every parcel on the map with the latest property information or as a real time interface that retrieves the latest property

information on a case by case basis each time the user clicks on a parcel on the map. In either case, the result will be an enhanced way of graphically viewing and querying the property information while the Client continues to use their existing software to maintain these records. This interface will require that the Client's tax or assessment software vendor make this data available to the Company. Some tax/assessment software vendors may have additional charges for their end of this interface.

On-Site Installation and Training

When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

ProVal Tax Interface Maintenance and Support

The Company will provide the following services as part of an annual maintenance and support agreement which is already in place.

- **Software Upgrades**

Any enhancements made to either of the Tax Interface systems during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

- **Phone Support**

Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

- **Pre-Contract Technical Counsel**

The Company will assist the Client in any pre-contract technical decision that needs to be made regarding digital data interfacing with the Tax Systems. The Company's wide range of experience will aid the Client in making efficient decisions for the Client.

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date	Amount
Delivery	30 Days	ProVal Tax Records Interface	30 Days	\$ 5,000.00
Total GIS Cost			TOTAL	\$ 5,000.00
The Maintenance is included in the existing Maintenance contract with the County				

GENERAL TERMS

Entire Agreement – This Agreement represents the entire agreement between the Client and the Company.

Governing Law – This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

Severability – In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

Amendments – This Agreement may be amended or modified only by the mutual written agreement of the Client and Company.

Notices – All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, and other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth in the Signature Page of this Agreement.

Signing in Counterparts – This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one in the same.

Agreement Term and Renewal – This Agreement shall become effective for the Client and the Company to this Agreement at such time that the Client and the Company signs this Agreement and shall remain in effect through the one year anniversary of this Agreement. This Agreement shall automatically renew itself for succeeding one year terms for the Client and the Company, unless that Party delivers a written Notice of Intent to Not Renew at least 60 Days prior to the one year expiration date of this Agreement.

Addresses and Contacts for Notification Purposes:

Contact: Contract Administration
Company: WTH Technology, Inc.

Address: 567 W. Westfield Blvd.

City/State/Zip: Indianapolis, IN 46208
Email: _____
Phone: (317) 259-0105
Fax: (317) 259-1423

Contact: _____
Client: Benton County, Indiana
County: Benton County, IN
Address: _____

City/State/Zip: _____
Email: _____
Phone: _____
Fax: _____

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.


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SIGNATURE PAGE


IN WITNESS WHEREOF, the parties have executed this Agreement as of this 7th day of August 2007.

Company:
WTH Technology, Inc.

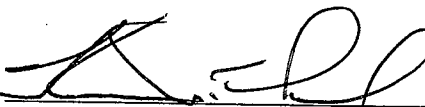
Client:
Benton County, Indiana

Signature: 
Name: Rex Jones
Title: President
Date: _____

Signature: 
Name: Mel A. Budreau
Title: President
Date: 8-7-07

Signature: 
Name: James R. Hassler
Title: Commissioner
Date: 8-07-07

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: 
Name: Kevin P. Lauck
Title: Co. Gen.
Date: 8/7/07



WHERE TECHNOLOGY HAPPENS

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